



## Department of Toxic Substances Control



Linda S. Adams  
Secretary for  
Environmental Protection

Maureen F. Gorsen, Director  
700 Heinz Avenue  
Berkeley, California 94710-2721



Arnold Schwarzenegger  
Governor

March 21, 2008

Contra Costa County  
Planning Department  
651 Pine Street, 4th Floor - North Wing  
Martinez, California 94553

Dear Sir/Madam:

Pursuant to Health and Safety Code (HSC), Division 20, section 25220(d), the Department of Toxic Substances Control (DTSC) is notifying the local planning department that a Land Use Covenant (LUC) has been recorded for the Former Reichelt Site, located at 521 and 551 West Gertrude Avenue, Richmond, California. A copy of the LUC is enclosed.

As required by Health and Safety Code Sections 25220(d) (1) and (2), please file the recorded LUC in the property files, and require that any person requesting a land use which differs from those allowed under the LUC apply to DTSC for a variance or a removal of the land use restrictions pursuant to Health and Safety Code Section 25233 or 25234.

If you have any questions, please contact Jacinto Soto at (510) 540-3842.

Sincerely,

Barbara J. Cook, P.E., Acting Chief  
Statewide Cleanup Operations Division

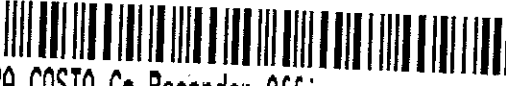
Enclosure

RECORDING REQUESTED BY:  
Star Investments, Inc.  
5428 Martis Court  
El Sobrante, California 94803

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710  
Attention: Barbara J. Cook, Chief  
Northern California Coastal Cleanup  
Operations Branch

16



CONTRA COSTA Co Recorder Office  
STEPHEN L. WEIR, Clerk-Recorder  
**DOC- 2008-0032175-00**  
Thursday, FEB 14, 2008 15:02:41  
FRE \$0.00:1  
Ttl Pd \$0.00 Nbr-0003997306  
lrc/R9/1-16

*Free Recording  
Per Govt. Code 27387*

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## COVENANT TO RESTRICT USE OF PROPERTY

### ENVIRONMENTAL RESTRICTION

(RE: County of Contra Costa APNs 408-160-007, 408-160-028, and 408-160-029,  
Former Reichelt Site, DTSC site code number 201042-00)

This Covenant and Agreement ("Covenant") is made by and between Star Investments, Inc. (the "Covenantor"), the current owner of property situated in Richmond, County of Contra, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I  
STATEMENT OF FACTS

1 01. The Property, totaling approximately 3.3 acres, is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by West Gertrude Avenue on the south, Richmond Parkway on the east, active vehicle disassembly facilities on the north, and vacant land on the west, County of Contra Costa, City of Richmond, State of California. The Property is also generally described as Contra Costa County Assessor's Parcel No(s): 408-160-007, 408-160-028, and 408-160-029.

1 02. Previous assessments of the site included a May 1997 Site Screen and a February 1999 Preliminary Assessment conducted by DTSC. DTSC reported the site was scattered with piles of automobile scraps, used tires, batteries, unlabeled drums, pressure vessels, and containers; also, DTSC reported observing heavily stained surface soil at the site. Based on the Site Screen, DTSC recovered soil samples and analyzed them for metals, volatile organic compounds (VOCs), and semi-volatile organic compounds (SVOCs). The analytical laboratory reported elevated metal concentrations and elevated SVOCs. To determine the extent of the site contamination, the Covenantor conducted Remedial Investigation ("RI") activities on two consecutive days, beginning on May 4, 2004, to evaluate the chemicals of concern at the Property and determine whether past operations caused the release of hazardous substances that may pose a threat to public health or the environment. Results of the RI indicated the presence of lead in soil above the California Human Health Screening Level ("CHHSL") for residential land use. The residential CHHSL for lead in soil is 150 milligrams per kilogram (mg/kg). Lead was detected at concentrations ranging from 8.5 mg/kg to 750 mg/kg. Although total petroleum hydrocarbons do not fall under the Health and Safety Code definition of hazardous substance, concentrations of total petroleum hydrocarbons as diesel and motor oil were reported up to 1,800 mg/kg and 3,900 mg/kg, respectively. As detailed in the RI Report as approved by the Department on January 11, 2008, all portions of the surface and subsurface soils within 3 feet of the surface of the Property contain hazardous substances,

as defined in Health and Safety Code section 25316, which include the above mentioned contaminant of concern. Based on the RI Report, the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable human health risk. The Department further concluded that the Property, as subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment, if limited to commercial and industrial use

1 03. The Property is located in an industrial and commercial area and is currently used for storage of commercial/industrial equipment and vehicles. The potential human-health exposure pathways from soil contamination may include direct dermal contact, incidental ingestion and fugitive dust inhalation. Potential receptors include workers who move equipment and vehicles on and off the site, construction workers involved in potential future construction, workers for businesses operating on the property in the future, and trespassers onto the Property.

## ARTICLE II

### DEFINITIONS

2 01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2 02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2 03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2 04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

### ARTICLE III GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions, that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions.

3.04 Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number ("APN") noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for himself and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391 1(h), the Owner agrees to pay the Department's cost in administering the Covenant.

#### ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

(a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.

- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children

4.02. Soil Management.

- (a) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the Property without a Soil Management Plan approved by the Department.
- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Property within three feet below the soil surface, which will remove more than one cubic yard of soil

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Raising of food (cattle, food crops).;
- (b) Drilling for drinking water, oil, or gas without prior written approval by the Department.

4.05. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

ARTICLE V  
ENFORCEMENT

5.01 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil or criminal actions.

ARTICLE VI  
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02 Termination or Modification. Owner, or any other aggrieved person, may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII  
MISCELLANEOUS



7.01: No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02: Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03: Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Contra Costa within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04: Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:                      Frank and Ana Pio  
   Star Investments, Inc.  
   5428 Martis Court  
   El Sobrante, California 94803

To Department:              Barbara J. Cook, Chief  
   Northern California Coastal Cleanup Operations Branch  
   Department of Toxic Substance Control  
   700 Heinz Avenue, Suite 200  
   Berkeley, California 94710

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein

7.06 Statutory References. All statutory references include successor provisions.

7.07 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection and submit an Annual Inspection Report to the Department for its approval by January 15<sup>th</sup> of each year. The annual report, must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.) If violations are noted, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant and demand that the violation ceases immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Department within ten (10) days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Star Investments, Inc.

By: Frank Pio

Title: Frank Pio, Owner

Date: 1/22/08

Department of Toxic Substances Control

By: Barbara J. Cook

Title: Barbara J. Cook, Northern California Coastal Cleanup Operations Branch Chief

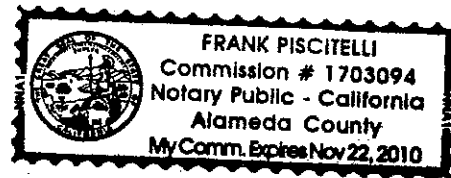
Date: Barbara J. Cook 2/11/08

STATE OF CALIFORNIA, COUNTY OF ALAMEDA  
On 2/11/08 before me, Frank Piscitelli, notary public,

personally appeared BARBARA J. COOK  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE Frank Piscitelli



State of California

County of Contra Costa

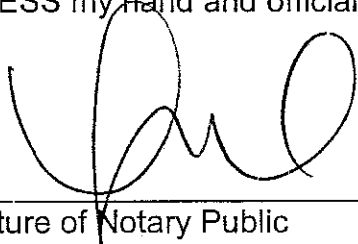
On January 22, 2008 before me,

"Linda Manyvanh, Notary Public"

(space above this line is for name and title of the officer/notary),

personally appeared Frank Pio, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they  
executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY  
under the laws of the State of California that the foregoing paragraph is true and  
correct.

WITNESS my hand and official seal,



(seal)

Signature of Notary Public



EXHIBIT A  
Legal Description  
And  
Parcel Map of Site

Page 1

Escrow No 9213789 -DJS

189986

LEGAL DESCRIPTION EXHIBIT

UNINCORPORATED AREA

PARCEL ONE

PORTION OF LOT 31 IN SECTION 2, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS DESIGNATED ON THE MAP ENTITLED "MAP NO 1 OF SALT MARSH AND TIDE LANDS SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFONRIA 1872", THE ORIGINAL OF WHICH MAP IS ON FILE IN THE OFFICE OF THE SURVEYOR GENERAL AT SACRAMENTO, DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF THE 8 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM EAST BAY WATER COMPANY TO MANUEL A AMARAL, DATED JUNE 19, 1923 AND RECORDED AUGUST 11, 1923 IN BOOK 446 OF DEEDS, AT PAGE 90, SAID POINT OF COMMENCEMENT BEARS NORTH 10° 25' 40" WEST, 862 74 FEET AND NORTH 89° 55' WEST, 684 89 FEET FROM THE CORNER COMMON TO SECTIONS 1, 2, 11 AND 12, TOWNSHIP 1 NORTH, RANGE 5 WEST, THENCE FROM SAID POINT OF COMMENCEMENT NORTH 89° 54' WEST, ALONG THE NORTH LINE OF THE 10 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM ANTONIO BRUZZONE, ET UX, TO OLIVE GNECCO, DATED MARCH 22, 1927 AND RECORDED JUNE 30, 1928 IN BOOK 140 OF OFFICIAL RECORDS, AT PAGE 197, 85 53 FEET, THENCE SOUTH 129 56 FEET TO THE ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION, THENCE WEST 385 10 FEET, THENCE SOUTH 379 88 FEET TO THE NORTH LINE OF A 40 FOOT ROAD KNOWN AS GERTRUDE AVENUE, THENCE EAST, ALONG THE NORTH LINE OF SAID ROAD, 100 FEET, THENCE NORTH 200 FEET, THENCE EAST 285 10 FEET, THENCE NORTH 179 88 FEET TO THE ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION

PARCEL TWO

PORTION OF LOT 31 IN SECTION 2, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS DESIGNATED ON MAP NO 1 OF SALT MARSH AND TIDE LANDS, APPROVED JULY 6, 1872, FILED JUNE 11, 1917, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS

BEGINNING ON THE WEST LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL THREE IN THE DEED TO JOHN H MCCOSKER, ET UX, RECORDED MARCH 10, 1965, BOOK 4820, OFFICIAL RECORDS, PAGE 57, DISTANT THEREON SOUTH 85 FEET FROM THE NORTHWEST CORNER THEREOF, THENCE FROM SAID POINT OF BEGINNING, ALONG THE EXTERIOR LINE OF SAID MCCOSKER PARCEL, AS FOLLOWS NORTH 85 FEET, EAST 285 1 FEET AND SOUTH 85 FEET, THENCE WEST 285 1 FEET TO THE POINT OF BEGINNING

PARCEL THREE

PORTION OF LOT 31 IN SECTION 2, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS DESIGNATED ON MAP NO 1 OF SALT MARSH AND TIDE LANDS, APPROVED JULY 6, 1872, FILED JUNE 11, 1917, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS

BEGINNING ON THE NORTH LINE OF GERTRUDE AVENUE, AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED TO JOHN H MCCOSKER, INC, RECORDED MAY 16, 1949, BOOK 1387, OFFICIAL RECORDS, PAGE 519, THENCE FROM SAID POINT OF BEGINNING WEST, ALONG SAID NORTH LINE, 285 1 FEET TO AN EAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO T C HARPER, RECORDED JUNE 6, 1955, BOOK 2547, OFFICIAL RECORDS, PAGE 276, THENCE NORTH, ALONG SAID EAST LINE, 115 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO ARTHUR E REICHEL, ET UX, RECORDED DECEMBER 5, 1972, BOOK 6814, OFFICIAL RECORDS, PAGE 93, THENCE EAST, ALONG SAID SOUTH LINE, 285 1 FEET TO THE EAST LINE OF SAID JOHN H MCCOSKER, INC PARCEL, THENCE

Page 2

Escrow No 9213789 -DJS

183986

**LEGAL DESCRIPTION EXHIBIT**

SOUTH, ALONG SAID EAST LINE, 115 FEET TO THE POINT OF BEGINNING

**PARCEL FOUR**

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) FOR WATER, GAS, OIL AND SEWER PIPE LINES, AND FOR TELEPHONE, TELEVISION SERVICE, ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH THE NECESSARY POLES OR CONDUITS, OVER THE SOUTH 10 FEET OF THE PARCELS OF LAND DESCRIBED AS PARCELS ONE AND TWO IN THE DEED TO THOMAS EMMANOEL DESPU, RECORDED JUNE 11, 1956 IN BOOK 2783 OF OFFICIAL RECORDS, PAGE 449

ASSESSOR'S PARCEL NO'S.: 408-160-007 (PARCEL ONE)  
408-160-028 (PARCEL TWO)  
408-160-029 (PARCEL THREE)

END OF DOCUMENT

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION HEREON. THE ASSessor'S OFFICE DOES NOT COME WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

SAN PABLO RANCHO  
SEC. 1 TIN R5W MDBM  
SEC. 2 TIN R5W MDBM

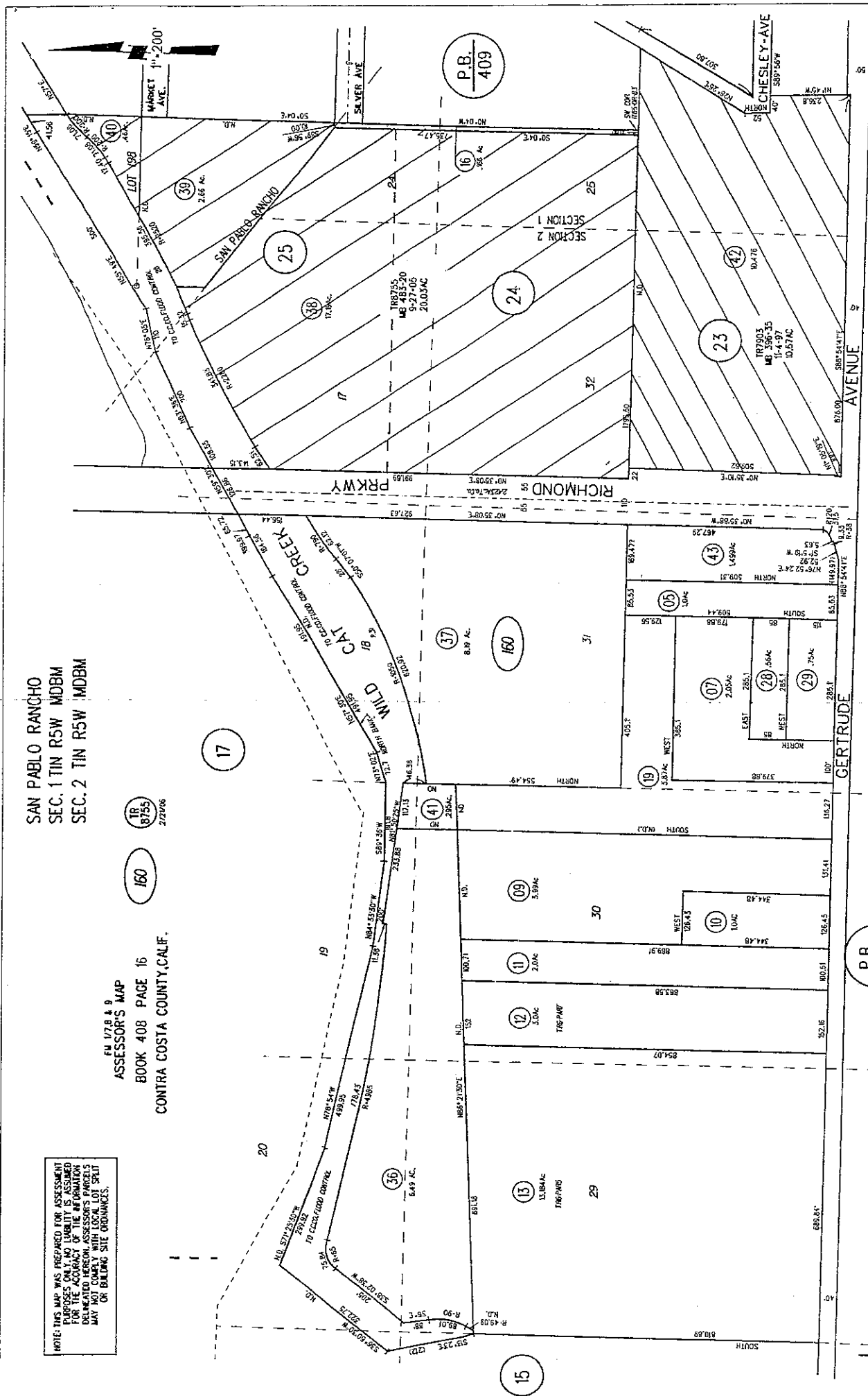
ASSESSOR'S MAP  
BOOK 408 PAGE 16  
CONTRA COSTA COUNTY, CALIF.

1P 8755  
2/2/2006

160

This is to Show APNs: 408-160-028, 408-160-029 and 408-160-007. The original Map can be Viewed at Assessor's Office Book 408 Page 16.

P.B. 561





# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

I DECLARE UNDER PENALTY  
OF PERJURY THAT THIS IS  
A TRUE AND CORRECT COPY  
OF THE ATTACHED DOCUMENT.

DATE 2/14/08

Signature of Notary Public

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

END OF DOCUMENT

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
  - ❖ Indicate title or type of attached document, number of pages and date
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document